FORM PTO-1594
1-31-92

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ⇒ ⇒ ⇒

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
United Retail Incorporated
365 West Passaic Street
Rochelle Park, NJ 07662

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State: Delaware
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):
Name: Bank of America, N.A.
Internal Address:
Street Address: 335 Madison Avenue
City: New York State: NY ZIP: 10017

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other National Association

If assignee is not domiciled in the United States, a domestic representative designation is attached ☐ Yes ☐ No
(Designations must be a separate document from Assignment)
Additional Name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyances:
☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: August 29, 2008

4. Application Number(s) or registration number(s):
A. Trademark Application.(s)
SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)
SEE ATTACHED SCHEDULE A

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: CT Lien Solutions
Internal Address:
Street Address: 187 Wolf Rd
Ste 101
City: Albany State: NY ZIP: 12205

6. Total number of applications and registrations involved: 86

7. Total fee (37 CFR 3.41): $2,165.00
☒ Charge to Credit Card
Last 4 Digits 5683
Exp Date 11/09
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

OP $2165.00 76246733

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Graig Solow, Esq. — Name of Person Signing
Signature
09/03/08 — Date

Total number of pages including coversheet, attachments and document: 6

Mail documents to be recorded with required coversheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

700383273

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated August 29, 2008, by and between United Retail Incorporated and Bank of America, N.A., as Agent.

Mark	Country	Registration or Application No.
92.2...ONLY AT THE AVENUE	United States	2,646,142
A CLOUD IN EVERY SHOE	United States	2,390,209
ACTIVEWEAR BY AVENUE	United States	76,246,733
AVENUE	United States	1,563,443
AVENUE	United States	2,218,272
AVENUE	United States	2,445,518
AVENUE	United States	2,474,547
AVENUE	United States	2,601,626
AVENUE	United States	2,608,788
AVENUE	United States	2,656,395
AVENUE	United States	2,727,404
AVENUE	United States	2,729,509
AVENUE	United States	2,742,451
AVENUE	United States	2,762,068
AVENUE	United States	2,806,824
AVENUE	United States	2,823,630
AVENUE	United States	2,860,468
AVENUE	United States	2,993,599
AVENUE	United States	3,221,647
AVENUE	United States	3,236,862
AVENUE	United States	3,337,603
AVENUE BLUES	United States	2,089,978
AVENUE BLUES	United States	2,751,185
AVENUE BLUESWEAR Collection	United States	2,168,069
AVENUE BODY	United States	2,534,538
AVENUE BODY	United States	3,337,392
AVENUE BY DESIGN	United States	2,155,471
AVENUECHAT.COM	United States	75,925,808
AVENUE DIRECT	United States	3,418,765
AVENUE ESSENTIALS	United States	2,516,111
AVENUE HOME	United States	2,403,752
AVENUE HOME	United States	2,798,048
AVENUE JEANS	United States	3,470,975
AVENUE MOODS	United States	2,656,387
AVENUE MOODS	United States	2,686,905
AVENUE PERFECT SCENTS	United States	2,378,501
AVENUE PLUS	United States	2,251,168
AVENUE QUILT	United States	2,553,405
AVENUE SIGNATURECHINO	United States	77,301,559
AVENUE SOUND	United States	2,338,946
AVENUE.COM	United States	2,472,442
AVENUES	United States	1,552,946
AVETECH	United States	76,246,732
CLOUD CARE	United States	2,598,919
CLOUD CLIMBERS	United States	78,864,961

TRADEMARK
REEL: 003858 FRAME: 0079

CLOUD HEEL STRIKE PAD	United States	2,423,679
CLOUD RACERS	United States	2,170,163
CLOUD SOFT	United States	2,556,445
CLOUD SOFT COMFORT	United States	1,174,357
CLOUD-TEK	United States	2,759,655
CLOUD WALK	United States	0634405
CLOUD WALKER	United States	0534076
CLOUD WALKERS	United States	2,094,680
CLOUD WALKERS	United States	2,163,410
CLOUD WALKERS	United States	2,673,518
CLOUD WALKERS	United States	2,678,430
CLOUDWALKERS	United States	2,614,528
CLOUDWALKERS	United States	2,630,831
CLOUDWALKERS.COM	United States	2,525,059
CLOUDWALKERS.COM	United States	2,584,871
CW SHOE and design	United States	2,642,495
DESTINATIONS OF THE HEART	United States	2,780,357
DREAM CURVES	United States	2,848,836
FORELLI	United States	1,528,397
JUST LIKE WALKING ON AIR	United States	2,351,577
NOTHING SHOULD STOP YOU	United States	2,300,481
RANSOM	United States	2,652,482
SEXY NIGHTS	United States	77,220,654
SEXY SECRETS	United States	77,071,906
SEXY SECRETS	United States	77,071,311
SIZES WOMAN	United States	1,476,357
SMART MEMORY FOAM	United States	2,433,810
SMOOTH EMBRACE	United States	3,432,105
SOFT	United States	78,886,639
SOFT BY AVENUE	United States	3,230,962
SOFT BY AVENUE	United States	3,299,503
THE AVENUE	United States	1,678,620
THE AVENUE	United States	2,065,819
THE AVENUE	United States	2,088,167
THE AVENUE	United States	2,144,949
THE AVENUE	United States	2,151,322
THE AVENUE SHOP FOR WOMEN	United States	1,750,551
THE AVENUE SHOP FOR WOMEN	United States	1,773,306
THE LARGE SIZE FASHION SOURCE	United States	2,016,250
WALK ON AIR	United States	2,055,247
XTREME-TEK	United States	77,396,030

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TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, United Retail Incorporated, a corporation formed under the laws of Delaware, located at 365 West Passaic Street, Rochelle Park, New Jersey 07662 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to Bank of America, N.A. ("B of A") and various other financial institutions (collectively, "Lenders") and B of A as agent for Lenders ("Agent") pursuant to (i) a certain Second Amended and Restated Credit Agreement, dated the date hereof, among Agent, Lenders, Borrower and the other credit parties named therein, (ii) a certain Amended and Restated Security Agreement, dated the date hereof, among Agent, Borrower and the other credit parties named therein and (iii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: August 29, 2008

Witness:

_____

UNITED RETAIL INCORPORATED

By: _____
Name: Eric Courtaille
Title: Treasurer and Secretary

Witness:

_____

BANK OF AMERICA, N.A., as Agent

By: _____
Name: Edmundo Kahn
Title: Vice President

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: August 29, 2008

Witness:

_____

UNITED RETAIL INCORPORATED

By:_____
Name: Eric Courteille
Title: Treasurer and Secretary

Witness:

Patricia Dishryan

BANK OF AMERICA, N.A., as Agent

By:_____
Name Edmundo Kahn
Title: Vice President

Signature page to URI Trademark Assignment of Security - 1485295